

# **Exhibit 21**



U.S. OIL TRADING LLC  
3001 MARSHALL AVE (98421)  
P. O. BOX 2255 (98401)  
TACOMA, WA 98421  
(253) 383-1651

## INVOICE

Number: BWTD 83450  
Date: 10/16/2014  
Due: 11/17/2014

Shipping Point: Tacoma, WA  
Destination: Tacoma, WA  
Cont/PO#: SEASPAN HAMBURG  
Freight: Prepaid  
F.O.B.: Destination

Customer #: C06551400

Past Due Accounts are  
Subject To Interest

**Account:**

OW BUNKER & TRADING A/S  
STIGSBORGVEJ 60

NOERRESUNBY, DL-9400 DENMARK,

**Customer License/Registration #'s:**

State: EXEMPT  
Federal: EXEMPT  
Reseller: EXEMPT

B/L #	Carr	Product	Metric Tons	Price	Amount
012819	BETSY	RMK-700	2,900.21	519.0000	1,505,208.99
		Boom Charge		0.0000	2,200.00

Invoice Total \$1,507,408.99

Exempt WA Sales & Use Tax

A security interest in and an assignment of proceeds from this transaction have been granted to Crédit Agricole. You are directed to make payment without offset, deduction or counterclaim via FED. WIRE TRANSFER to: Wells Fargo Bank, NA, ABA No. 121000248, Further Credit: U.S. Oil Trading LLC, AC No. 4122063720.

Questions regarding this invoice: Billing Discrepancies: Billing Dept. Payments: Treasury

# **Exhibit 22**



M/V SOTIA EXPRESS  
AND/OR OWNERS/CHARTERERS

Hapag-Lloyd AG  
8300 Accounting  
Ballindamm 23  
D-20095 Hamburg  
Germany

DATE OF INVOICE : 01. November 2014

INVOICE NO : 119-29521

ORDER NO. : 119-28331

DATE OF SUPPLY : 01. November 2014

DUE DATE : 01. December 2014

PORT: TACOMA  
YOUR REFERENCE: 029/4504078460

Quantity supplied	Quality/description	Price/per	Invoice amount
2.680,220 MT	Finaloll 700 CST 3,5%	492,00 MT	1,318.468,24
1.000 LPS	Booming fuel	LPS	

Nicht steuerbare Lieferung im Ausland /  
Non-taxable delivery abroad

*Re. Damm, neg.  
Claims  
nicht gebührend  
werden*

*1,26660*

Your VAT No. DE 813960018  
Our VAT No. DE 814847085

VAT Amount. USD 0,00  
Total USD 1,318.468,24

The prices are excl. all taxes and/or other fees.

TERMS OF PAYMENT 30 days from date of delivery With value date not later than OUR DATE or previous working day  
when it is a holiday. In case of delays in payment interest will be charged in accordance with our valid General Terms and Conditions

BANK: ING Bank N.V.

ACCOUNT: IBAN: NL36 INGB 0020 1180 31  
IBAN: NL10 INGB 0681 3696 81

SWIFT: INGBNL2A

USD and all other currencies  
EUR

O.W. BUNKER GERMANY GMBH  
Neumühlen 11

D-22765 Hamburg

Phone: +49 40 8266800  
Fax: +49 40 384171

Tax No / Steuer Nr. 41700/02406

E-Mail: trading@owbunker.de  
Internet: <http://www.owbunker.com>

Managing Director: Gerd Lechten  
HR B 100088

For telegraphic transfer directly to our account without deduction  
of bank charges which are for buyers account.

GESAMTSEITEN 01

# **Exhibit 23**



M/V SOFIA EXPRESS  
AND/OR OWNERS/CHARTERERS

O.W. Bunker Germany GmbH - WW  
Neumühlen 11  
D-22763 Hamburg  
Germany

**DATE OF INVOICE :** 01. November 2014

**INVOICE NO :** 172-13467

**ORDER NO. :** 172-13191

**DATE OF SUPPLY :** 29. October 2014

**DUE DATE :** 28. November 2014

PORT: TACOMA  
YOUR REFERENCE:

Quantity supplied	Quality/description	Price/per	Invoice amount
2,680.220 MT	Fueloil 700 CST 3,5%	490.36 MT	1,314,272.68
1.000 LPS	Booming fee	2,200.00 LPS	2,200.00

Your VAT No.	DE814847085	VAT Amount	USD	0.00
Our VAT No.	99-0373556	Total	USD	1,316,472.68

The prices are excl. all taxes and/or other fees.

**TERMS OF PAYMENT** 30 days from date of delivery With value date not later than DUE DATE or previous working day when it is a holiday. In case of delays in payment interest will be charged in accordance with our valid General Terms and Conditions

**BANK:** ING Bank N.V.

**ACCOUNT:** IBAN: NL26 INGB 0020 1180 31  
IBAN: NL10 INGB 0651 3696 81

SWIFT: INGBNL2A

USD and all other currencies  
EUR

**INTERCOMPANY COUNTERPART: Vendor 1685**  
**O.W. BUNKER USA INC.**

2603 Augusta Drive  
Suite 440  
USA-TX 77057 Houston

Phone: +1 281 946 2300  
Fax: +1 281 946 2301

Internet: <http://www.owbunker.com>

Per telegraphic transfer directly to our account without deduction of bank charges which are for buyers account.

EIN: 99-0373556

**ING HL49 0055**

# **Exhibit 24**



U.S. OIL TRADING LLC  
3001 MARSHALL AVE (98421)  
P. O. BOX 2255 (98401)  
TACOMA, WA 98421  
(253) 383-1651

Shipping Point: Tacoma, WA  
Destination: Tacoma, WA  
Cont/PO#: SOFIA EXPRESS  
Freight: Prepaid  
F.O.B.: Destination

## INVOICE

Number: BWTD 83463  
Date: 10/29/2014  
Due: 11/28/2014

Customer #: C06551400

Past Due Accounts are  
Subject To Interest

**Account:**

OW BUNKER & TRADING A/S  
STIGSBORGVEJ 60  
NOERRESUNBY, DL-9400 DENMARK,

**Customer License/Registration #'s:**

State: EXEMPT  
Federal: EXEMPT  
Reseller: EXEMPT

B/L #	Can	Product	Metric Tons	Price	Amount
012829	BETSY	RMK-700	2,680.22	490.0000	1,313,307.80
		Boom Charge		0.0000	2,200.00

Invoice Total \$1,315,507.80

Exempt WA Sales & Use Tax

A security interest in and an assignment of proceeds from this transaction have been granted to Credit Agricole. You are directed to make payment without offset, deduction or counterclaim via FED. WIRE TRANSFER to: Wells Fargo Bank, NA, ABA No. 121000248. Further Credit: U. S. Oil Trading LLC, AC No. 4122063720.

Questions regarding this invoice: Billing Discrepancies: Billing Dept. Payments: Treasury



# **Exhibit 25**

514914963  
(51499540) **Bunker**

gebuht

29. Okt. 2014

M. Sakowski

M/V VIENNA EXPRESS  
AND/OR OWNERS/CHARTERERSHapag-Lloyd AG  
8300 Accounting  
Ballindamm 25  
D-20093 Hamburg  
Germany

DATE OF INVOICE : 18, October 2014

INVOICE NO : 119-29447

ORDER NO. : 119-28229

DATE OF SUPPLY : 18, October 2014

DUE DATE : 17, November 2014

PORT: TACOMA

YOUR REFERENCE: 029/4304073073

Quantity supplied	Quality/description	Price/per	Invoice amount
2,710,030 MT 1,000 LPS	Fuel Oil 700 CST @ 39¢ Bidding fee	528,00 MT LPS	1,431,371,04



1,28140

Our VAT No. DE814647083

Total USD 1,431,371,04

The prices are excl. all taxes and/or other fees.

**TERMS OF PAYMENT** 30 days from date of delivery With value that is not later than DUE DATE or previous working day when it is a holiday. In case of delays in payment interest will be charged in accordance with our valid General Terms and Conditions

BANK: ING Bank N.V.

ACCOUNT: IBAN: NL26 INGB 0020 1180 31  
IBAN: NL10 INGB 0651 3696 81

SWIFT: INGBNL2A

USD and all other currencies  
EURO.W. BUNKER GERMANY GMBH  
Neuenhofen 11

D-22763 Hamburg

Phone: +49 40 3265000  
Fax: +49 40 330471

Tax No. / Umsatz Nr. 41/750/03459

E-mail: trading@owbunker.de  
Internet: http://www.owbunker.comManaging director: Götz Lehnen  
HR B 100080

Per telex/telegraphic transfer directly to our account without deduction  
of bank charges which are for buyers' account.

# **Exhibit 26**



M/V VIENNA EXPRESS  
AND/OR OWNERS/CHARTERERS

O.W. Bunker Germany GmbH - WW  
Neumühlen 11  
D-22763 Hamburg  
Germany

**DATE OF INVOICE :** 18. October 2014

**INVOICE NO :** 172-13396

**ORDER NO. :** 172-13121

**DATE OF SUPPLY :** 18. October 2014

**DUE DATE :** 17. November 2014

PORT: TACOMA  
YOUR REFERENCE:

Quantity supplied	Quality/description	Price/per	Invoice amount
2,710.930 MT	Fueloil 700 CST 3,5%	522.86 MT	1,417,428.73
1.000 LPS	Booming fee	2,200.00 LPS	2,200.00

Your VAT No.	DE814847085	VAT Amount	USD	0.00
Our VAT No.	99-0373556	Total	USD	1,419,628.73

The prices are excl. all taxes and/or other fees.

**TERMS OF PAYMENT** 30 days from date of delivery With value date not later than DUE DATE or previous working day when it is a holiday. In case of delays in payment interest will be charged in accordance with our valid General Terms and Conditions

**BANK:** ING Bank N.V.

**ACCOUNT:** IBAN: NL26 INGB 0020 1180 31  
IBAN: NL10 INGB 0651 3696 81

SWIFT: INGBNL2A

USD and all other currencies  
EUR

**INTERCOMPANY COUNTERPART: Vendor 1685**  
**O.W. BUNKER USA INC.**

2603 Augusta Drive  
Suite 440  
USA-TX 77057 Houston

Phone: +1 281 946 2300  
Fax: +1 281 946 2301

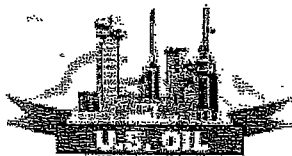
Internet: <http://www.owbunker.com>

Per telegraphic transfer directly to our account without deduction of bank charges which are for buyers account.

EIN: 99-0373556

**ING HL49 0075**

# **Exhibit 27**



U.S. OIL TRADING LLC  
3001 MARSHALL AVE (98421)  
P. O. BOX 2255 (98401)  
TACOMA, WA 98421  
(253) 383-1651

## INVOICE

Number: BWTD 83451  
Date: 10/18/2014  
Due: 11/17/2014

Shipping Point: Tacoma, WA  
Destination: Tacoma, WA  
Cont/PO#: VIENNA EXPRESS  
Freight: Prepaid  
F.O.B.: Destination

Customer #: C06551400

Past Due Accounts are  
Subject To Interest

**Account:**  
OW BUNKER & TRADING A/S  
STIGSBORGVEJ 60  
NOERRESUNBY, DL-9400 DENMARK,

**Customer License/Registration #'s:**

State: EXEMPT  
Federal: EXEMPT  
Reseller: EXEMPT

B/L #	Com	Product	Metric Tons	Price	Amount
012818	BETSY	RMK-700	2,710.93	521.0000	1,412,394.53
		Boom Charge		0.0000	2,200.00

Invoice Total \$1,414,594.53

Exempt WA Sales & Use Tax

A security interest in and an assignment of proceeds from this transaction have been granted to Credit Agricole. You are directed to make payment without offset, deduction or counterclaim via FED. WIRE TRANSFER to: Wells Fargo Bank, NA, ABA No. 121000248. Further Credit: U. S. Oil Trading LLC, AC No. 4122063720.

Questions regarding this invoice: Billing Discrepancies: Billing Dept. Payments: Treasury

# **Exhibit 28**

IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

-----x  
HAPAG-LLOYD AKTIENGESELLSCHAFT,  
Plaintiff,

-against- 14 Civ. 9949

U.S. OIL TRADING LLC, O.W. BUNKER  
GERMANY GMBH, O.W. BUNKER & TRADING  
A/S, ING BANK N.V., CREDIT AGRICOLE  
S.A.,  
Defendants.

-----x  
IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

-----x  
U.S. OIL TRADING LLC,  
Plaintiff,

-against- Case No. 15-6718

M/V VIENNA EXPRESS, her tackle,  
boilers, apparel, furniture, engines,  
appurtenances, etc., in rem, and  
M/V SOFIA EXPRESS, her tackle,  
boilers, apparel, furniture, engines,  
appurtenances, etc., in rem,  
Defendants.

-----x

January 7, 2016  
12:00 p.m.

Videoconference Deposition of THOR  
NIELSEN, held at the offices of Seward & Kissel  
LLP, One Battery Park Plaza, New York, New York,  
before Roberta Caiola, a Shorthand Reporter and  
Notary Public within and for the State of New  
York.



1 Thor Nielsen (1-7-16)

2 issues?

3 A. One of the employees assisted me on  
4 the tax side and then the other two, I guess two  
5 and a half I would say would have been involved  
6 in the treasury and credit side of the business.

7 Q. How would you describe the treasury  
8 and credit side of the business?

9 A. Well, they're responsible for the  
10 movement of cash, investments. We're also  
11 responsible for collections, following up,  
12 establishing credit lines with customers, and  
13 also dealing with any of our suppliers and their  
14 credit-related issues.

15 Q. How does someone become a customer  
16 of U.S. Oil?

17 A. They contact us or we make contact  
18 with them and they go through the credit process  
19 of review and provide the appropriate paperwork  
20 that we require in order to be able to sell  
21 within the State of Washington.

22 Q. So what types of things does a  
23 customer have to submit?

24 A. There's a credit application that  
25 they complete, there's financial statements for

1 Thor Nielsen (1-7-16)

2 the past three years, and then the year-to-date  
3 current year financial statements. Generally,  
4 there's always credit references that we get.  
5 I'm probably forgetting something, but generally  
6 that covers it for the most part.

7 Q. About how long does that credit  
8 process take?

9 A. It takes a little bit of time  
10 because we have to do -- I mean when we go  
11 through and review the financial statements we  
12 also pull D&B reports and things like that. If  
13 there is an international company we'll pull a  
14 bunker report on them, things like that.

15 It could be done, it just really  
16 depends on how complicated the company is, what  
17 the deal is. It could be done probably in a  
18 couple of days or it could take a couple of  
19 weeks, it just depends upon how complicated the  
20 transaction might be.

21 Q. So how long did you sit in that  
22 role?

23 A. I sat in that role until 2011 when  
24 I was promoted to treasurer. I still had those  
25 responsibilities, but was promoted to a

1 Thor Nielsen (1-7-16)

2 treasurer, which was an officer position.

3 Q. So in 2011 you were promoted to  
4 treasury, which was an officer position at U.S.  
5 Oil & Refining Co.?

6 A. And U.S. Oil Trading LLC.

7 Q. And in that role you were  
8 supervising the corporate tax and treasury  
9 personnel that we just described?

10 A. Correct.

11 Q. Is that the role that you hold  
12 today?

13 A. No, I was promoted in April of 2015  
14 to the CFO, VP of finance, secretary, and I  
15 continue to hold the treasurer title too.

16 Q. Congratulations.

17 A. Thank you.

18 Q. The transactions at issue in this  
19 matter occurred back in 2014, so you would have  
20 been -- that would have been prior to your  
21 promotion, correct?

22 A. Yes. I was treasurer of the  
23 company when this happened.

24 Q. How many people reported to you at  
25 the time of the transactions at issue in 2014?

1 Thor Nielsen (1-7-16)

2 been Carmen Montero.

3 Q. What are some of the things that  
4 the credit department looks for when they're  
5 reviewing credit of potential customers?

6 A. Well, we looked at their D&B to see  
7 if there are any issues there and what their  
8 rating is. We looked at their balance sheet and  
9 do an analysis on it. We have a scoring system  
10 that we use to do that and so each company is  
11 given a score based upon the credit analysis  
12 that is done.

13 We're looking at, you know, are  
14 there physical assets, what's their debt  
15 situation, what has been pledged to the banks or  
16 to their creditors, what's their payment  
17 history. We send out when we get the credit, I  
18 can't think of the word I'm looking for.

19 When we get a referral in terms of  
20 someone to talk to about their credit, we send  
21 out a form and get information back from their  
22 other folks that they do business with that  
23 indicates, you know, how much -- what's the  
24 balance on their account outstanding, what kind  
25 of payment history do they have with them.

1 Thor Nielsen (1-7-16)

2 To confirm, you know, to get  
3 confirmation of the things that we're finding  
4 out through our review and through the D&B  
5 request, or even a monthly report, or whatever  
6 the case may be. So I think that's for the most  
7 part what we're looking for there.

8 Q. Is there a file prepared on each  
9 customer or documents that reflect the score  
10 under the scoring system, that sort of thing?

11 A. Yes, there is.

12 Q. Does each customer have an account  
13 number, is it managed centrally?

14 A. It is. Each customer has its own  
15 unique account number and we have a credit file  
16 on every customer.

17 Q. Are you familiar with the O.W.  
18 Bunker Group?

19 A. Yes, I am.

20 Q. Was the O.W. Bunker Group, or some  
21 entity within the O.W. Bunker Group, a customer  
22 of U.S. Oil & Refining Co.?

23 A. Yes.

24 Q. Did they have a unique account  
25 number and credit file?

1 Thor Nielsen (1-7-16)

2 A. They do.

3 Q. Did they undergo that credit  
4 process prior to becoming a customer of U.S. Oil  
5 Trading?

6 A. Yes.

7 Q. Did they get a score under the  
8 scoring system you mentioned?

9 A. Yes.

10 Q. Did your department review  
11 financial statements or other financial  
12 information about the O.W. Bunker Group prior to  
13 their becoming a customer?

14 A. Yes.

15 Q. Did the O.W. Bunker Group, or some  
16 entity within it, have a credit line with U.S.  
17 Oil?

18 A. They did.

19 Q. They no longer have that credit  
20 line?

21 A. No.

22 Q. Do you know what the amount of the  
23 credit line was?

24 A. I do not off the top of my head.

25 Q. Do you know when the O.W. Bunker

1 Thor Nielsen (1-7-16)

2 Group, or some entity within the group became a  
3 customer of U.S. Oil?

4 A. Not off the top of my head. That  
5 would be in the credit file.

6 Q. Where would that credit file be  
7 located?

8 A. Here in Tacoma.

9 Q. Would it be maintained  
10 electronically or in paper form?

11 A. Paper form.

12 Q. About how large would that file be;  
13 would it be a box of documents, would it be more  
14 like a file folder or a Redweld?

15 A. It's a file folder. It's probably,  
16 I mean because of the size of O.W. Bunker I  
17 would guess it's probably 2 or 3 inches thick.  
18 In that file we keep about, I think we keep 2 or  
19 3 years of information.

20 Q. Do you maintain that file or is it  
21 someone on your team who's the custodian of  
22 those records?

23 A. Someone on my team is the  
24 custodian.

25 Q. Do you know who that is?

1 Thor Nielsen (1-7-16)

2 A. Yeah, Carmen Montero.

3 Q. Do you know if O.W. Bunker's credit  
4 line was ever increased after the inception of  
5 their relationship with U.S. Oil Trading?

6 A. You know, to be honest, I do not  
7 recall whether it was increased or decreased, I  
8 just don't recall that.

9 Q. Would that information be in the  
10 credit file?

11 A. You would probably have to see if  
12 there were any adjustments that were made.

13 Q. You mentioned D&B, is that Dun &  
14 Bradstreet?

15 A. It is.

16 Q. So that's a third-party credit  
17 reporting service?

18 A. Correct.

19 Q. Does U.S. Oil --

20 A. The other third-party credit is  
21 Experian that we use.

22 Q. Experian?

23 A. Yes.

24 Q. Do you know if U.S. Oil ran a Dun &  
25 Bradstreet report on the O.W. Bunker Group?



1 Thor Nielsen (1-7-16)

2 A. Because we were looking at the  
3 Danish entity we may have done like a, like went  
4 and got an international report, a bunker  
5 report.

6 Q. What was that international bunker  
7 report?

8 A. To be honest, I don't know the term  
9 of it, but my recollection is it's called a  
10 bunker report and I'm not sure who -- I can't  
11 remember who produces that; but again, it would  
12 be in the credit file.

13 Q. Just so the record is clear. Are  
14 you referring to a specific document?

15 A. Yes, I am.

16 Q. Okay. About how long is that  
17 document?

18 A. They can vary but, I mean, my  
19 recollection is those are generally anywhere  
20 from 5 to maybe 12 to 15 pages long. It's a  
21 pretty thorough report that provides information  
22 on the company's history and management team and  
23 their business.

24 Q. So there was one of those prepared  
25 for the O.W. Bunker Group?

1 Thor Nielsen (1-7-16)

2 MR. KEOUGH: Objection to the form  
3 of the question.

4 A. There was one pulled. We didn't  
5 prepare that report, but we would have went out  
6 and purchased it. I just can't remember who we  
7 were purchasing it for off the top of my head.

8 Q. Got it. Did U.S. Oil have any  
9 other agreements with entities in the O.W.  
10 Bunker Group?

11 MR. KEOUGH: Objection to the form.

12 MR. MALONEY: I'll rephrase.

13 Q. Did U.S. Oil have any agreements  
14 with entities in the O.W. Bunker Group?

15 A. No, not that I'm -- no.

16 Q. Mr. Nielsen, were you involved in  
17 the documents that were collected or produced,  
18 or the process of collection and production in  
19 response to document requests prepared in these  
20 actions?

21 A. Yes.

22 Q. What was your involvement?

23 A. I was the guy that pulled them all  
24 together.

25 Q. Whose files were collected?

1 Thor Nielsen (1-7-16)

2 matters 9949 and 14-9949 and 15-6718 are the  
3 SANTA ROBERTA, the SEASPAN HAMBURG, the VIENNA  
4 EXPRESS and the SOFIA EXPRESS.

5 I guess the question I have is, if  
6 you know, who purchased the fuel from U.S. Oil  
7 Trading; was it O.W. Bunker USA?

8 A. Our customer was the Danish entity.  
9 How the quotes or requests came, you know,  
10 doesn't really matter to me, our customer was  
11 the Danish entity.

12 Q. What do you base that statement on?

13 A. Because that's the company that we  
14 provided credit for. It's their financial  
15 statements for which the credit was provided.

16 Q. Were there any supply contracts or  
17 pricing agreements or trading agreements entered  
18 into with the Danish entity?

19 A. I am not aware of any agreements.

20 Q. Were there any communications  
21 between individuals over in Denmark and persons  
22 out in Tacoma about the specific fuel deliveries  
23 in this matter?

24 A. I am not aware of any necessarily,  
25 but it doesn't mean that there wasn't. I think

1 Thor Nielsen (1-7-16)

2 the emails and IMs may provide some information  
3 on that. I don't have firsthand knowledge.

4 Q. Were there any policies or  
5 procedures or any documents exchanged between  
6 those entities at the outset of the relationship  
7 with the Danish entity that would inform on what  
8 the agreement was between those entities?

9 MR. KEOUGH: Objection to the form.  
10 You said those entities, I don't know which  
11 entities you mean.

12 Q. Between the Danish entity and U.S.  
13 Oil & Refining Co.?

14 A. The only -- the only agreements or  
15 documents that were there were the establishment  
16 of credit. As these deals are done there's I  
17 guess outreaches. If there's product that a  
18 ship needs we provide a quote, that quote is  
19 either accepted or rejected. If it's accepted  
20 then the paperwork behind that, the  
21 confirmation, the sales authorization, those  
22 things are all processed at that time.

23 Q. It's fair to say that entities  
24 within the O.W. Bunker Group wouldn't be able to  
25 complete purchase orders or sales orders until

1 Thor Nielsen (1-7-16)

2 an account is established with U.S. Oil, is that  
3 right?

4 MR. KEOUGH: Objection to the form.

5 A. They would not be able to do that  
6 unless there was an account established for O.W.  
7 Bunker.

8 Q. So you were relying on the credit  
9 of the overall parent in order to establish an  
10 account, is that fair?

11 MR. KEOUGH: Objection to the form  
12 of the question.

13 A. I would say that that is a fair  
14 statement.

15 Q. You mentioned that your customer  
16 was the Danish entity. Do you know which entity  
17 that was?

18 A. It was O.W. Bunker & Trading AG.

19 Q. Are there any documents that  
20 evidence that relationship?

21 A. Yeah, there would be a credit  
22 application and financial statements.

23 MR. MALONEY: I want to mark for  
24 the record the Notice of Deposition issued by  
25 ING Bank in these matters. We'll mark them as

1 Thor Nielsen (1-7-16)

2 for today's deposition?

3 A. I looked through my files and we  
4 met yesterday with my attorney.

5 Q. Did you review any documents?

6 A. Yes, I did.

7 Q. Do you recall which documents you  
8 reviewed?

9 A. I reviewed all of the documents  
10 that related to the bunker files of O.W. Bunker.

11 Q. Calling your attention to page 3 of  
12 the deposition notice. I would like to ask you  
13 about topic 7 which refers to any research,  
14 investigation or analysis performed or reviewed  
15 by you, the you is U.S. Oil Trading, concerning  
16 the creditworthiness or financial viability of  
17 the vessels or the vessel interests. Do you see  
18 that topic?

19 A. I do.

20 Q. Did U.S. Oil perform any research,  
21 investigation or analysis of the  
22 creditworthiness or financial viability of the  
23 SANTA ROBERTA, the SEASPAN HAMBURG, the VIENNA  
24 EXPRESS or the SOFIA EXPRESS?

25 A. No, we did not.

1 Thor Nielsen (1-7-16)

2 Q. Did U.S. Oil perform any research,  
3 investigation or analysis of the  
4 creditworthiness or financial viability of the  
5 owners or the charterers of those vessels?

6 MR. KEOUGH: Object to the form.

7 A. We did not.

8 Q. Do you know who the owners or the  
9 charterers of those vessels were?

10 A. I know who they are now.

11 Q. U.S. Oil did not know who the  
12 owners or the charterers of those vessels were  
13 at the time of the transaction?

14 A. Our commercial guys may have known,  
15 but I didn't know, or anybody on my team.

16 Q. That is your testimony as the  
17 corporate representative of U.S. Oil, as to  
18 topic number 7?

19 MR. KEOUGH: Objection to the form.

20 A. We didn't do an analysis of them,  
21 but we certainly relied upon the maritime lien  
22 that's specifically stated on our bunker receipt  
23 form. That's been there for a long time and  
24 we -- we've always took comfort in the fact that  
25 we knew that there was a maritime lien on

1 Thor Nielsen (1-7-16)

2 supplies that were being delivered to these  
3 vessels.

4 Q. That's your legal position,  
5 correct?

6 MR. KEOUGH: Objection to the form.

7 A. I'm not an attorney.

8 Q. Have you reviewed any of the  
9 pleadings in this action, which is to say the  
10 complaint filed by the customer or by U.S. Oil,  
11 in the action that began out in Washington?

12 MR. KEOUGH: Objection to the form  
13 of the question.

14 A. I looked at them, you know, when  
15 they came out, but I didn't do any current  
16 review of them.

17 Q. Calling your attention to topic 1.  
18 Topic 1 asks for information from U.S. Oil about  
19 the relationship, if any, between you and the  
20 vessel interests or the contract supplier or  
21 intermediaries concerning the fuel delivery at  
22 issue in this action.

23 Do you see that topic?

24 A. I do.

25 Q. Did you have any contractual



1 Thor Nielsen (1-7-16)

2 relationship with the vessels that we've been  
3 discussing?

4 MR. KEOUGH: Objection to the form  
5 of the question. You can answer.

6 A. The only contractual relationship  
7 that I can think of is that the vessel captain  
8 or official signed the bunker receipt document  
9 indicating that, you know, that the volume, the  
10 quantity of the fuels that were delivered to  
11 them and also all of our disclosures that are  
12 listed on there.

13 Q. Is there any other relationship  
14 that you can think of?

15 A. There are other documents --

16 MR. KEOUGH: Objection to the form.

17 A. There are other documents that are  
18 signed by an official of the vessel or the  
19 captain that are in our files, but those are the  
20 only things that may generally relate to taxes  
21 and things of that nature, but those are the  
22 only things that I can think of.

23 Q. Are those bunker receipts required  
24 by law or regulation, if you know?

25 MR. KEOUGH: Objection to the form.

1 Thor Nielsen (1-7-16)

2 You can answer.

3 A. You know, I again am not a lawyer,  
4 but what I see the bunker receipt as is like a  
5 bill of lading, it is the main billing document.

6 Q. Did you issue any invoice to the  
7 vessel interests, to the vessels or to their  
8 owners or charterers after the fuel was  
9 delivered?

10 A. No, we did not.

11 Q. Who did you issue your invoices to?

12 A. We issued them to O.W. Bunker &  
13 Trading AG.

14 Q. Did you receive any purchase order  
15 confirmations from O.W. Bunker & Trading I think  
16 it's A/S?

17 A. My recollection is that those came  
18 from the USA entity.

19 Q. You mentioned your understanding of  
20 the contractual relationship and other documents  
21 that might have been signed in your files.

22 Is that the extent of the  
23 relationship with the vessels or their owners or  
24 charterers?

25 MR. KEOUGH: Objection to the form

1 Thor Nielsen (1-7-16)

2 of the question.

3 A. I'm not aware of any others.

4 Q. Topic 2 requests U.S. Oil's  
5 understanding of the communications had with the  
6 vessels or the vessel interests in this action.  
7 Do you see that topic?

8 A. I do.

9 Q. Were there communications between  
10 U.S. Oil and the vessels, or their owners or  
11 charterers?

12 A. Just to the extent of the  
13 documentation that has been signed.

14 Q. We can put Exhibits 1 and 2 aside  
15 for now. I have a couple of questions about the  
16 documents produced by U.S. Oil Trading in this  
17 action.

18 MR. MALONEY: What I would like to  
19 do is mark U.S. Oil Trading's production in the  
20 9949 action as Exhibit Number 3.

21 (Nielsen Exhibit 3, U.S. Oil  
22 Trading's production in the 9949 action, Bates  
23 numbered USOT 000001 through USOT 000347, marked  
24 for identification.)

25 MR. MALONEY: Those are documents

1 Thor Nielsen (1-7-16)

2 A. I do.

3 Q. Would you agree with me that those  
4 phone numbers there for his direct line and his  
5 cell phone are U.S. numbers?

6 A. They look like it.

7 Q. Do you see that his office email  
8 address is houston@owbunker.com?

9 A. I see that.

10 Q. Do you know if U.S. Oil received  
11 any purchase order confirmations from any O.W.  
12 Bunker entity, other than O.W. Bunker USA Inc.?

13 A. My recollection is that these all  
14 came from O.W. Bunker USA.

15 Q. Do you know a person by the name of  
16 Mads Buchwald?

17 A. The name sounds familiar, but I  
18 don't -- I don't recall it.

19 MR. MALONEY: I think it's a good  
20 time to take a 5-minute break, if that's okay  
21 with you?

22 MR. KEOUGH: Sure.

23 (Short recess taken.)

24 MR. MALONEY: Is everybody back?

25 MR. KEOUGH: We're good. Ready to

1 Thor Nielsen (1-7-16)  
2 behalf of U.S. Oil in the action commenced in  
3 Washington and subsequently transferred to New  
4 York, the docket number is 52-2.

5 MR. HEILIG: We'll mark this as  
6 Exhibit Number 7.

7 (Nielsen Exhibit 7, Declaration,  
8 Docket No. 52-2, marked for identification.)

9 MR. KEOUGH: It's before the  
10 witness.

11 Q. Mr. Nielsen, do you recall  
12 executing this document?

13 A. I do.

14 Q. Did you prepare this document or  
15 was this prepared for you for your review and  
16 execution?

17 A. It was prepared for me and I  
18 executed it.

19 Q. But you reviewed its contents  
20 before doing so?

21 A. I did.

22 Q. And they're accurate, to the best  
23 of your knowledge?

24 A. It is.

25 Q. Let's take a look at paragraph 17,

1 Thor Nielsen (1-7-16)

2 it's on page 4. Paragraph 17 says:

3 "USOT did not enter into contracts  
4 with HFlag" meaning Hapag-Lloyd "for the subject  
5 deliveries of bunkers by USOT to the M/V VIENNA  
6 EXPRESS and M/V SOFIA EXPRESS."

7 Is that still your position,  
8 Mr. Nielsen?

9 A. Yes.

10 Q. And that's the position of USOT  
11 still?

12 A. Yes.

13 Q. What about the two other vessels,  
14 the SOFIA EXPRESS and -- or, I'm sorry, the  
15 SEASPAN HAMBURG and the SANTA ROBERTA, would  
16 that be the same for those two vessels?

17 A. Yes.

18 Q. Okay. If U.S. Oil did not enter  
19 into contracts with Hapag, is it also U.S. Oil's  
20 position that none of the O.W. entities were  
21 acting as agents of Hapag for purposes of  
22 purchasing bunker fuel from U.S. Oil?

23 MR. KEOUGH: Objection to the form.

24 A. Can you ask that question again,  
25 please?

1 Thor Nielsen (1-7-16)

2 A. When I -- when I look at the  
3 interaction with Lee it seemed like, if I  
4 recall, that there was some communication that  
5 was attached to an email from Hapag-Lloyd to  
6 O.W. Bunker instructing them to acquire the  
7 fuel. That's my only -- I mean that wasn't a  
8 direct communication to us, that was attached to  
9 an email.

10 Q. My question was, were there any  
11 direct communications from Hapag to U.S. Oil in  
12 which Hapag indicated that one or more O.W.  
13 entities were acting as its agents?

14 MR. KEOUGH: Same objection.

15 A. The answer is no.

16 Q. Okay. Mr. Nielsen, I would like  
17 you to take a look at the Verified Complaint  
18 filed by U.S. Oil Trading in the action  
19 commenced in Washington and transferred to New  
20 York.

21 MR. HEILIG: We will mark that as  
22 Exhibit 8.

23 (Nielsen Exhibit 8, Verified  
24 Complaint filed by U.S. Oil Trading, marked for  
25 identification.)

1 Thor Nielsen (1-7-16)

2 A. Okay.

3 Q. Paragraph 15 says:

4 "USOT negotiated its agreements  
5 with O.W. Denmark for the subject deliveries  
6 bunkers by USOT to the M/V VIENNA EXPRESS and  
7 M/V SOFIA EXPRESS at USOT's principal place of  
8 business in Tacoma, Washington."

9 What's the basis for this  
10 statement, Mr. Nielsen?

11 A. The basis for this statement is  
12 that our customer is the O.W. Denmark entity,  
13 and that our sales authorization and  
14 confirmation indicate that.

15 Q. Did USOT actually negotiate with  
16 O.W. Denmark with respect to these transactions,  
17 or was it negotiating with O.W. USA?

18 MR. KEOUGH: Objection to the form.

19 A. The entity in the O.W. Bunker  
20 family that was operating was irrelevant to us,  
21 we were dealing -- who we were dealing with from  
22 a credit and sales standpoint was the Denmark  
23 entity.

24 Q. Okay. In terms of the actual  
25 communications though, the actual communications



1 Thor Nielsen (1-7-16)

2 were with O.W. USA; isn't that correct?

3 MR. KEOUGH: Objection to the form.

4 A. That's correct.

5 Q. Okay. We won't actually have to  
6 look at the document, so we'll save some time.

7 Earlier Mr. Maloney asked you some  
8 questions about the instant messenger  
9 communications. Just one follow-up question.  
10 Are those communications, are they capable of  
11 being produced in the native or an original  
12 format?

13 A. I don't know the answer to that.

14 Q. Okay. Do you know who would know  
15 the answer to that at U.S. Oil?

16 A. Either our IT guys, Lee Weber may  
17 know.

18 Q. Earlier we also looked at purchase  
19 order confirmations issued to U.S. Oil with  
20 respect to these transactions, so why don't we  
21 take a look at one of them. If you would look  
22 at USOT Document 110?

23 MS. METRO: This would be  
24 Exhibit 3?

25 MR. HEILIG: This would be part of

1 Thor Nielsen (1-7-16)

2 operate the vessels.

3 Q. Okay. As you were describing it  
4 you also referred to them, O.W. Bunker, acting  
5 as agent. I just want to make sure I understand  
6 the factual basis for that assertion, that they  
7 act as agent.

8 Was it simply because you  
9 understood that they did not own or operate  
10 vessels or do the physical delivery, and hence  
11 was the guy in the middle?

12 MR. KEOUGH: Objection to the form.

13 A. Yeah, I would see them as the guy  
14 in the middle.

15 Q. So what else, if anything, and I'm  
16 not trying to suggest that there should or  
17 should not be something else, but I just want to  
18 make sure I have a full understanding.

19 What, if anything else, supports  
20 the belief that OWB was acting as an agent?

21 MR. KEOUGH: Objection to the form.

22 A. I -- I mean I can't think of  
23 anything else off the top of my head.

24 Q. Okay. Looking still at paragraph  
25 8, and I understand your position about OWB

# **Exhibit 29**

**From:** Santa Roberta [santa.roberta@mscfleet.com]  
**Sent:** Friday, October 10, 2014 6:21 AM  
**To:** RQMT-SECTION4  
**Cc:** 'Fleet4'; Nigmann, Michael; Moran, Harry  
**Subject:** SRB SANTA ROBERTA - BUNKERS AT Tacoma 9-Oct-14  
**Attachments:** BDN Tacoma 9-Oct-14.pdf

Dear sirs good day,

Please find attached BDN for bunkers stemmed at Tacoma on 9-Oct-14

Best regards,  
Girish K S Chaudhary / Mr.S Kumar  
Master / Chief Engineer  
M.V. "Santa Roberta"  
FBB Tel : 870 773 152 401  
CYPRUS NO : + 357 2503 0847  
GENEVA NO : + 41 225 182 371  
USA NO : + 1 210 610 1579  
E-Mail : [santa.roberta@mscfleet.com](mailto:santa.roberta@mscfleet.com)  
SAT-C : 463791225  
SAT-C : 463791226

## U.S. OIL TRADING, LLC

MARINE BUNKER  
RECEIPT FOR DELIVERY TO VESSEL

TACOMA REFINERY P.O. BOX 2255 TACOMA WA 98401-2255 (253) 353-1651	VESSEL NAME <b>SANTA ROBERTA</b>	IMO# <b>9227326</b>	VESSEL AGENT: <b>NORTON LILLY</b>
	BARGE COMPANY: <b>OLYMPIC TUG &amp; BARGE</b>	BARGE NO.: <b>BETSY ARNTZ</b>	U.S. OIL S.A. NUMBER: <b>14-179</b>
	DELIVERY LOCATION (INCLUDE TERMINAL OR DOCK NAME): <b>PCT</b>		

PRODUCT									
GRADE	DENSITY kg/m <sup>3</sup> @ 15C	API GRAVITY	FLASH FMCC F	POUR POINT DEGREES C	SULFUR W1%	BSW VOL%	VISCOSITY CST @ 50C	VANADIUM PPM	ALUMINUM PPM
RMK 700	975	13.5	212 <sup>a</sup>	-6	2.767%	<0.05	696.00		

THIS FULL OIL COMPLIES WITH REGULATION 14 (1) OR (4) (a) AND REGULATION 18 (1) OF MARPOL ANNEX VI.

REPRESENTATIVE SAMPLES TAKEN AND RETAINED BY

PHYSICAL PROPERTY TEST RESULTS LISTED BY

SAMPLES DELIVERED TO BARGE BY

THIS SECTION TO BE COMPLETED BY BARGE COMPANY REPRESENTATIVE

## QUANTITY\*\*

	GRADE: RMK 700	GRADE: MGO	GRADE:
Total Gross Barrels Delivered By Barge	(18139.34)	0.00	0.00
Temp. and Grav. Conversion Factor	0.9614		
Total Net Barrels	-17439.16	0.00	0.00
Conversion Factor - Bbl/M Ton	0.15483		
Metric Tons Delivered	-2700.11	0.00	0.00
DATE AND TIME A T. PART AT LOADING TERMINAL	October 9, 2014 7:13	TIME STARTED PUMPING TO VESSEL October 9, 2014 9:03	DATE AND TIME FINISHED PUMPING TO VESSEL October 9, 2014 13:48

**CERTIFICATION OF EXPORT.** Vessel certifies that it intends to use product delivered to barge at U.S. Oil's terminal for bunkers on a voyage leaving the U.S. Port.

**DISCLAIMERS:** No disclaimer stamp of any type or form will be accepted on this bunker certificate, nor should any such stamp be applied, nor will it alter, change or waive U.S. Oil's Maritime Lien against the vessel or waive the vessel's ultimate responsibility and liability for the debt incurred through this transaction.

**EXEMPTION FROM SALES AND USE TAX & AIR POLLUTION REGULATION:** The shipper/vessel to which this product is delivered is engaged in operating as a private or common carrier by water in interstate or foreign commerce. The recipient certifies that the product purchased under this receipt is for use in connection with its business of operating as a private or common carrier by water in interstate or foreign commerce that while the vessel is within the territorial boundaries of the State of Washington, it will not consume the product delivered hereunder, and that the sale is entitled to exemption from the retail sales and use tax of the State of Washington under the provisions of RCW 62.08.0261 and WAC 458-20-175, and exemption from Section 9.07 (d) of PSAPCA Regulation 1.

**MARITIME LIENS:** All disputes arising out of this transaction shall be interpreted and enforced in accordance with the general maritime law of the United States of America and all statutes related thereto.

**DELIVERY POINT:** Title to and the risk of loss of oil passes to customer on delivery of oil to vessel at the vessel's thrug.

## REMARKS:

## SURVEYOR SEAL NUMBERS

M-2212306 S-2212305 B-2212304  
R 2212317-2212302 T 2212301-2212321

\*\* ERRORS MADE BY THE BARGE-MAN AND CORRECTED BY THE BARGING COMPANY WILL APPEAR AS CORRECTIONS ON THE WHITE COPY ONLY.

PRODUCT EXCHANGED TO VESSEL LISTED ABOVE A REPRESENTATIVE SAMPLE HAS BEEN DELIVERED TO THE VESSEL REPRESENTATIVE	THE TOTAL QUANTITY OF OIL DISBURSED TO VESSEL (SEE STATEMENT ABOVE)
SEAL # <u>Marpol(36822494)Ship(36822385)Barge(36822873)</u>	SEAL # <u>100 SC</u>
DATE AND TIME RECEIVED BY VESSEL REPRESENTATIVE <u>9-Oct-14</u> (BARGE CO REPRESENTATIVE) (DATE)	AUTHORIZED VESSEL SIGNATURE <u>[Signature]</u> (TITLE) (DATE) <u>10/9/14</u>
	CHIEF ENGINEER <u>[Signature]</u> DATE <u>09/10/2014</u>

HPL-USOT 00171

# **Exhibit 30**

**From:** SEASPAN HAMBURG [seaspan\_hamburg.VRBH6@globeemail.com]  
**Sent:** Friday, October 17, 2014 12:51 PM  
**To:** RQMT-SECTION1  
**Cc:** tech-e4@seaspanltd.ca  
**Subject:** Seaspan Hamburg - HFO BDN - Tacoma on 16.10.2014  
**Attachments:** BDN HFO Tacoma 16.10.2014.pdf

Good Day,

Please find attached BDN for 2900mt HFO delivered at Tacoma on 16.10.2014.

Thanks & Best Regards,

Capt. Devjeet Basu  
Master , Seaspan Hamburg  
US Mobile :- + 1 508 237 5486  
Ph: +870 7732 073 00  
Ph: +870 7732 096 83  
Fax:+870 7839 786 88

Received: from MPD at Globe Wireless;  
Fri, 17 Oct 2014 17:17 UTC  
Message-id: 322850335

## U.S. OIL TRADING, LLC

MARINE BUNKER  
RECEIPT FOR DELIVERY TO VESSEL

TACOMA REFINERY P.O. BOX 2255 TACOMA, WA 98401-2255 (253) 383-1651	VESSEL NAME: <b>SEASPAN HAMBURG</b>	IMO# <b>924300</b>	VESSEL AGENT: <b>NORTON LILLY</b>
	BARGE COMPANY: <b>OLYMPIC TUG &amp; BARGE</b>	BARGE NO.: <b>BETSY ARNTZ</b>	U.S. OIL S.A. NUMBER: <b>14-184</b>
	DELIVERY LOCATION (INCLUDE TERMINAL OR DOCK NAME) <b>PCT</b>		

PRODUCT									
GRADE	DENSITY kg/m3 @ 15C	API GRAVITY	FLASH PMCC F	POUR POINT DEGREES C	SULFUR WT%	BS&W VOL%	VISCOSITY CST @ 50C	VANADIUM PPM	ALUMINUM PPM
RMK-700	978	13.1	209°	-6	2.725%	<0.05	674.00		

THIS FUEL OIL COMPLIES WITH REGULATION 14 (1) OR (4) (a) AND REGULATION 18 (1) OF MARPOL ANNEX VI.

REPRESENTATIVE SAMPLES TAKEN AND RETAINED BY \_\_\_\_\_

PHYSICAL PROPERTY TEST RESULTS LISTED BY \_\_\_\_\_

SAMPLES DELIVERED TO BARGE BY \_\_\_\_\_

THIS SECTION TO BE COMPLETED BY BARGE COMPANY REPRESENTATIVE			
QUANTITY**			
GRADE: <b>RMK 700</b>	GRADE: <b>RMK 380</b>	GRADE: <b>RMK 380</b>	GRADE: <b>RMK 380</b>
Total Gross Barrels Delivered By Barge	(19376.18)	0.00	
Temp. and Grav. Conversion Factor	0.9641		
Total Net Barrels	-18679.73	0.00	
Conversion Factor - Bbls/ M. Ton	0.15526		
Metric Tons Delivered	-2900.21	0.00	
DATE AND TIME ALL FAST AT LOADING TERMINAL	TIME STARTED PUMPING TO VESSEL	DATE AND TIME ALL FAST AT LOADING TERMINAL	TIME STARTED PUMPING TO VESSEL
October 16, 2014 7:55	October 16, 2014 10:12	October 16, 2014 16:37	

**CERTIFICATION OF EXPORT.** Vessel certifies that it intends to use product delivered to barge at U.S. Oil's terminal for bunkers on a voyage leaving the U.S. Port.

**EXEMPTION FROM SALES AND USE TAX & AIR POLLUTION REGULATION:** The shipper vessel to which this product is delivered is engaged in operating as a private or common carrier by water in interstate or foreign commerce. The recipient certifies that the product purchased under this receipt is for use in connection with its business of operating as a private or common carrier by water in interstate or foreign commerce; that while the vessel is within the territorial boundaries of the State of Washington, it will not consume the product delivered hereunder; and that the sale is entitled to exemption from the retail sales and use tax of the State of Washington under the provisions of RCW 82.08.0261 and WAC 458-20-175, and exemption from Section 9.07 (d) of PSAPCA Regulation 1.

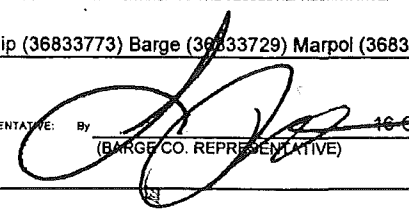
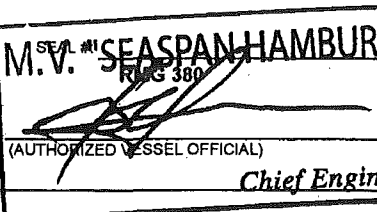
**DISCLAIMERS:** No disclaimer stamp of any type or form will be accepted on this bunker certificate or should any such stamp be applied, nor will it affect the change of ownership of U.S. Oil's maritime Lien against the vessel or waive the vessel's ultimate responsibility and liability for the debt incurred through this transaction.

**MARITIME LIENS:** All disputes arising out of this transaction shall be interpreted and enforced in accordance with the general maritime law of the United States of America and all statutes relating thereto.

**DELIVERY POINT:** Title to and the risk of loss of oil passes to the owner on delivery of oil to vessel at the vessel's flag.

REMARKS: **VESSEL SAMPLE SEAL**LAB **8287135**Vessel **8287137**MARPOL **8287121**SUPPLY **8287136****SEASPAN HAMBURG****2212354****2212353****2212352****2212351**

ERRORS MADE BY THE BARGE MAN AND CORRECTED BY THE BARGING COMPANY WILL APPEAR AS CORRECTIONS ON THE WHITE COPY ONLY.

PRODUCT DISCHARGED TO VESSEL LISTED ABOVE A REPRESENTATIVE SAMPLE HAS BEEN DELIVERED TO THE VESSEL REPRESENTATIVE.	THE FOREGOING RECEIVED ON BOARD VESSEL (SEE STATEMENT ABOVE)
SEAL #: <u>Ship (36833773) Barge (36833729) Marpol (36833767)</u>	SEAL # <b>SEASPAN HAMBURG</b> <b>M.V. RMK 380</b>
BARGE COMPANY REPRESENTATIVE: By  16 OCT 14 (BARGE CO. REPRESENTATIVE) (DATE)	 (AUTHORIZED VESSEL OFFICIAL) (TITLE) (DATE) <b>Chief Engineer</b>

HPL-USOT 00114